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 7 a public entity; David Povero

8 **UNITED STATES DISTRICT COURT**

9 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

10
 11 DANNY DURAN,
 12 Plaintiff,

13 v.

14 CITY OF COVINA, a public entity;
 15 DAVID POVERO, individual, and
 16 RIGHTS DOES 1 through 10, inclusive,
 Defendants.

Case No. 2:23-cv-6507 ODW (AGRx)
 District Judge: Otis D. Wright, II;
 Magistrate Judge: Alice G. Rosenberg

Joint Stipulated Protective Order

17 1. A. PURPOSES AND LIMITATIONS

18 Discovery in this action is likely to involve production of confidential,
 19 proprietary, or private information for which special protection from public
 20 disclosure and from use for any purpose other than prosecuting this litigation may
 21 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
 22 enter the following Stipulated Protective Order. The parties acknowledge that this
 23 Order does not confer blanket protections on all disclosures or responses to
 24 discovery and that the protection it affords from public disclosure and use extends
 25 only to the limited information or items that are entitled to confidential treatment
 26 under the applicable legal principles. The parties further acknowledge, as set forth in
 27 Section 12.3, below, that this Stipulated Protective Order does not entitle them to
 28

1 file confidential information under seal; Civil Local Rule 79-5 sets forth the
2 procedures that must be followed and the standards that will be applied when a party
3 seeks permission from the court to file material under seal.

4 1. B. GOOD CAUSE STATEMENT

5 Defendants contend that there is good cause and a particularized need for a
6 protective order to preserve the interests of confidentiality and privacy in peace
7 officer personnel file records and associated investigative or confidential records for
8 the following reasons.

9 First, Defendants contend that peace officers have a federal privilege of
10 privacy in their personnel file records: a reasonable expectation of privacy therein
11 that is underscored, specified, and arguably heightened by the *Pitchess* protective
12 procedure of California law. *See Sanchez v. Santa Ana Police Dept.*, 936 F.2d 1027,
13 1033-1034 (9th Cir. 1990); *Hallon v. City of Stockton*, 2012 U.S. Dist. LEXIS
14 14665, *2-3, 12-13 (E.D. Cal. 2012) (concluding that “while “[f]ederal law applies
15 to privilege based discovery disputes involving federal claims,” the “state privilege
16 law which is consistent with its federal equivalent significantly assists in applying
17 [federal] privilege law to discovery disputes”); *Soto v. City of Concord*, 162 F.R.D.
18 603, 613 n. 4, 616 (N.D. Cal. 1995) (peace officers have constitutionally-based
19 “privacy rights [that] are not inconsequential” in their police personnel records); *cf.*
20 Cal. Penal Code §§ 832.7, 832.8; Cal. Evid. Code §§ 1040-1047. Defendants
21 further contend that uncontrolled disclosure of such personnel file information can
22 threaten the safety of non-party witnesses, officers, and their families/associates.

23 Second, Defendants contend that municipalities and law enforcement
24 agencies have federal deliberative-executive process privilege, federal official
25 information privilege, federal law enforcement privilege, and federal attorney-client
26 privilege (and/or attorney work product protection) interests in the personnel files of
27 their peace officers – particularly as to those portions of peace officer personnel files
28 that contain critical self-analysis, internal deliberation/decision-making or

1 evaluation/analysis, or communications for the purposes of obtaining or rendering
2 legal advice or analysis – potentially including but not limited to
3 evaluative/analytical portions of Internal Affairs type records or reports,
4 evaluative/analytical portions of supervisory records or reports, and/or reports
5 prepared at the direction of counsel, or for the purpose of obtaining or rendering
6 legal advice. *See Sanchez*, 936 F.2d at 1033-1034; *Maricopa Audubon Soc’y v.*
7 *United States Forest Serv.*, 108 F.3d 1089, 1092-1095 (9th Cir. 1997); *Soto*, 162
8 F.R.D. at 613, 613 n. 4; *Kelly v. City of San Jose*, 114 F.R.D. 654, 668-671 (N.D.
9 Cal. 1987); *Tuite v. Henry*, 181 F.R.D. 175, 176-177 (D. D.C. 1998); *Hamstreet v.*
10 *Duncan*, 2007 U.S. Dist. LEXIS 89702 (D. Or. 2007); *Admiral Ins. Co. v. United*
11 *States Dist. Ct.*, 881 F.2d 1486, 1492, 1495 (9th Cir. 1988). Defendants further
12 contend that such personnel file records are restricted from disclosure by the public
13 entity’s custodian of records pursuant to applicable California law and that
14 uncontrolled release is likely to result in needless intrusion of officer privacy;
15 impairment in the collection of third-party witness information and statements and
16 related legitimate law enforcement investigations/interests; and a chilling of open
17 and honest discussion regarding and/or investigation into alleged misconduct that
18 can erode a public entity’s ability to identify and/or implement any remedial
19 measures that may be required.

20 Third, Defendants contend that, since peace officers do not have the same
21 rights as other private citizens to avoid giving compelled statements, it is contrary to
22 the fundamental principles of fairness to permit uncontrolled release of officers’
23 compelled statements. *See generally Lybarger v. City of Los Angeles*, 40 Cal.3d
24 822, 828-830 (1985); *cf. U.S. Const.*, amend V.

25 Accordingly, Defendants contend that, without a protective order preventing
26 such, production of confidential records in the case can and will likely substantially
27 impair and harm defendant public entity’s interests in candid self-critical analysis,
28 frank internal deliberations, obtaining candid information from witnesses,

1 preserving the safety of witnesses, preserving the safety of peace officers and peace
2 officers' families and associates, protecting the privacy officers of peace officers,
3 and preventing pending investigations from being detrimentally undermined by
4 publication of private, sensitive, or confidential information – as can and often does
5 result in litigation.

6 Plaintiff does not agree with and does not stipulate to Defendants' contentions
7 herein above, and nothing in this Stipulation or its associated Order shall resolve the
8 parties' disagreement, or bind them, concerning the legal statements and claimed
9 privileges set forth above.

10 However, Plaintiff agrees that there is Good Cause for a Protective Order so
11 as to preserve the respective interests of the parties without the need to further
12 burden the Court with such issues. Specifically, the parties jointly contend that,
13 absent this Stipulation and its associated Protective Order, the parties' respective
14 privilege interests may be impaired or harmed, and that this Stipulation and its
15 associated Protective Order may avoid such harm by permitting the parties to
16 facilitate discovery with reduced risk that privileged and/or sensitive/confidential
17 information will become matters of public record.

18 The parties jointly contend that there is typically a particularized need for
19 protection as to any medical or psychotherapeutic records, because of the privacy
20 interests at stake therein. Because of these sensitive interests, a Court Order should
21 address these documents rather than a private agreement between the parties.

22 The parties therefore stipulate that there is Good Cause for, and hereby jointly
23 request that the honorable Court enter, a Protective Order re confidential documents
24 consistent with the terms and provisions of this Stipulation. However, the entry of a
25 Protective Order by the Court pursuant to this Stipulation shall not be construed as
26 any ruling by the Court on the aforementioned legal statements or privilege claims
27 in this Section (Section 1), nor shall this section be construed as part of any such
28 Court Order.

1 Accordingly, to expedite the flow of information, to facilitate the prompt
2 resolution of disputes over confidentiality of discovery materials, to adequately
3 protection information the parties are entitled to keep confidential, to ensure that the
4 parties are permitted reasonable necessary uses of such material in preparation for
5 and in the conduct of trial, to address their handling at the end of the litigation, and
6 serve the ends of justice, a protective order for such information is justified in this
7 matter. It is the intent of the parties that information will be designated as
8 confidential for tactical reasons and that nothing be so designated without a good
9 faith belief that it has been maintained in a confidential, non-public manner, and
10 there is good cause why it should not be part of the public record of this case.

11 2. DEFINITIONS

12 2.1 Action: *Danny Duran v. City of Covina, et. al.* (Case No: CV23-06507-
13 ODW(AGR_x))

14 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
15 information or items under this Order.

16 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how
17 it is generated, stored or maintained) or tangible things that qualify for protection
18 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
19 Cause Statement.

20 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
21 support staff).

22 2.5 Designating Party: a Party or Non-Party that designates information or
23 items that it produces in disclosures or in responses to discovery as
24 “CONFIDENTIAL.”

25 2.6 Disclosure or Discovery Material: all items or information, regardless of
26 the medium or manner in which it is generated, stored, or maintained (including,
27 among other things, testimony, transcripts, and tangible things), that are produced or
28 generated in disclosures or responses to discovery in this matter.

1 2.7 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as
3 an expert witness or as a consultant in this Action.

4 2.8 House Counsel: attorneys who are employees of a party to this Action.
5 House Counsel does not include Outside Counsel of Record or any other outside
6 counsel.

7 2.9 Non-Party: any natural person, partnership, corporation, association, or
8 other legal entity not named as a Party to this action.

9 2.10 Outside Counsel of Record: attorneys who are not employees of a party
10 to this Action but are retained to represent or advise a party to this Action and have
11 appeared in this Action on behalf of that party or are affiliated with a law firm which
12 has appeared on behalf of that party, and includes support staff.

13 2.11 Party: any party to this Action, including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record (and their
15 support staffs).

16 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
17 Discovery Material in this Action.

18 2.13 Professional Vendors: persons or entities that provide litigation support
19 services (e.g., photocopying, videotaping, translating, preparing exhibits or
20 demonstrations, and organizing, storing, or retrieving data in any form or medium)
21 and their employees and subcontractors.

22 2.14 Protected Material: any Disclosure or Discovery Material that is
23 designated as “CONFIDENTIAL.”

24 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
25 from a Producing Party.

26 3. SCOPE

27 The protections conferred by this Stipulation and Order cover not only
28 Protected Material (as defined above), but also (1) any information copied or

1 extracted from Protected Material; (2) all copies, excerpts, summaries, or
2 compilations of Protected Material; and (3) any testimony, conversations, or
3 presentations by Parties or their Counsel that might reveal Protected Material. Any
4 use of Protected Material at trial shall be governed by the orders of the trial judge.
5 This Order does not govern the use of Protected Material at trial.

6 4. DURATION

7 Even after final disposition of this litigation, the confidentiality obligations
8 imposed by this Order shall remain in effect until a Designating Party agrees
9 otherwise in writing or a court order otherwise directs. Final disposition shall be
10 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
11 or without prejudice; and (2) final judgment herein after the completion and
12 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
13 including the time limits for filing any motions or applications for extension of time
14 pursuant to applicable law.

15 5. DESIGNATING PROTECTED MATERIAL

16 5.1 Exercise of Restraint and Care in Designating Material for Protection.

17 Each Party or Non-Party that designates information or items for protection under
18 this Order must take care to limit any such designation to specific material that
19 qualifies under the appropriate standards. The Designating Party must designate for
20 protection only those parts of material, documents, items, or oral or written
21 communications that qualify so that other portions of the material, documents,
22 items, or communications for which protection is not warranted are not swept
23 unjustifiably within the ambit of this Order.

24 Mass, indiscriminate, or routinized designations are prohibited. Designations
25 that are shown to be clearly unjustified or that have been made for an improper
26 purpose (e.g., to unnecessarily encumber the case development process or to impose
27 unnecessary expenses and burdens on other parties) may expose the Designating
28 Party to sanctions. If it comes to a Designating Party's attention that information or

1 items that it designated for protection do not qualify for protection, that Designating
2 Party must promptly notify all other Parties that it is withdrawing the inapplicable
3 designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in this
5 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
6 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
7 under this Order must be clearly so designated before the material is disclosed or
8 produced. Designation in conformity with this Order requires:

9 (a) for information in documentary form (e.g., paper or electronic documents,
10 but excluding transcripts of depositions or other pretrial or trial proceedings), that
11 the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter
12 “CONFIDENTIAL legend”), to each page that contains protected material. If only a
13 portion or portions of the material on a page qualifies for protection, the Producing
14 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
15 markings in the margins). A Party or Non-Party that makes original documents
16 available for inspection need not designate them for protection until after the
17 inspecting Party has indicated which documents it would like copied and produced.
18 During the inspection and before the designation, all of the material made available
19 for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
20 identified the documents it wants copied and produced, the Producing Party must
21 determine which documents, or portions thereof, qualify for protection under this
22 Order. Then, before producing the specified documents, the Producing Party must
23 affix the “CONFIDENTIAL legend” to each page that contains Protected Material.
24 If only a portion or portions of the material on a page qualifies for protection, the
25 Producing Party also must clearly identify the protected portion(s) (e.g., by making
26 appropriate markings in the margins).

27 (b) for testimony given in depositions that the Designating Party identify the
28 Disclosure or Discovery Material on the record, before the close of the deposition all

1 protected testimony.

2 (c) for information produced in some form other than documentary and for
3 any other tangible items, that the Producing Party affix in a prominent place on the
4 exterior of the container or containers in which the information is stored the legend
5 “CONFIDENTIAL.” If only a portion or portions of the information warrants
6 protection, the Producing Party, to the extent practicable, shall identify the protected
7 portion(s).

8 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
9 failure to designate qualified information or items does not, standing alone, waive
10 the Designating Party’s right to secure protection under this Order for such material.
11 Upon timely correction of a designation, the Receiving Party must make reasonable
12 efforts to assure that the material is treated in accordance with the provisions of this
13 Order.

14 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

15 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
16 designation of confidentiality at any time that is consistent with the Court’s
17 Scheduling Order.

18 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
19 resolution process under Local Rule 37.1 et seq. 6.3 The burden of persuasion in any
20 such challenge proceeding shall be on the Designating Party. Frivolous challenges,
21 and those made for an improper purpose (e.g., to harass or impose unnecessary
22 expenses and burdens on other parties) may expose the Challenging Party to
23 sanctions. Unless the Designating Party has waived or withdrawn the confidentiality
24 designation, all parties shall continue to afford the material in question the level of
25 protection to which it is entitled under the Producing Party’s designation until the
26 Court rules on the challenge.

27 7. ACCESS TO AND USE OF PROTECTED MATERIAL

28 7.1 Basic Principles. A Receiving Party may use Protected Material that is

disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION). Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party

1 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
2 not be permitted to keep any confidential information unless they sign the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
4 agreed by the Designating Party or ordered by the court. Pages of transcribed
5 deposition testimony or exhibits to depositions that reveal Protected Material may
6 be separately bound by the court reporter and may not be disclosed to anyone except
7 as permitted under this Stipulated Protective Order; and

8 (i) any mediator or settlement officer, and their supporting personnel,
9 mutually agreed upon by any of the parties engaged in settlement discussions.

10 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
11 IN OTHER LITIGATION

12 If a Party is served with a subpoena or a court order issued in other litigation
13 that compels disclosure of any information or items designated in this Action as
14 “CONFIDENTIAL,” that Party must: (a) promptly notify in writing the Designating
15 Party. Such notification shall include a copy of the subpoena or court order; (b)
16 promptly notify in writing the party who caused the subpoena or order to issue in the
17 other litigation that some or all of the material covered by the subpoena or order is
18 subject to this Protective Order. Such notification shall include a copy of this
19 Stipulated Protective Order; and (c) cooperate with respect to all reasonable
20 procedures sought to be pursued by the Designating Party whose Protected Material
21 may be affected. If the Designating Party timely seeks a protective order, the Party
22 served with the subpoena or court order shall not produce any information
23 designated in this action as “CONFIDENTIAL” before a determination by the court
24 from which the subpoena or order issued, unless the Party has obtained the
25 Designating Party’s permission. The Designating Party shall bear the burden and
26 expense of seeking protection in that court of its confidential material and nothing in
27 these provisions should be construed as authorizing or encouraging a Receiving
28 Party in this Action to disobey a lawful directive from another court.

1 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a Non-
4 Party in this Action and designated as “CONFIDENTIAL.” Such information
5 produced by Non-Parties in connection with this litigation is protected by the
6 remedies and relief provided by this Order. Nothing in these provisions should be
7 construed as prohibiting a Non-Party from seeking additional protections.

8 (b) In the event that a Party is required, by a valid discovery request, to
9 produce a Non-Party’s confidential information in its possession, and the Party is
10 subject to an agreement with the Non-Party not to produce the Non-Party’s
11 confidential information, then the Party shall:

12 (1) promptly notify in writing the Requesting Party and the Non-Party
13 that some or all of the information requested is subject to a confidentiality
14 agreement with a Non-Party;

15 (2) promptly provide the Non-Party with a copy of the Stipulated
16 Protective Order in this Action, the relevant discovery request(s), and a reasonably
17 specific description of the information requested; and

18 (3) make the information requested available for inspection by the Non-
19 Party, if requested.

20 (c) If the Non-Party fails to seek a protective order from this court within 14
21 days of receiving the notice and accompanying information, the Receiving Party
22 may produce the Non-Party’s confidential information responsive to the discovery
23 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
24 not produce any information in its possession or control that is subject to the
25 confidentiality agreement with the Non-Party before a determination by the court.
26 Absent a court order to the contrary, the Non-Party shall bear the burden and
27 expense of seeking protection in this court of its Protected Material.
28

1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
3 Protected Material to any person or in any circumstance not authorized under this
4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
5 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
6 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
7 persons to whom unauthorized disclosures were made of all the terms of this Order,
8 and (d) request such person or persons to execute the “Acknowledgment and
9 Agreement to Be Bound” that is attached hereto as Exhibit A.

10 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE

11 PROTECTED MATERIAL When a Producing Party gives notice to Receiving
12 Parties that certain inadvertently produced material is subject to a claim of privilege
13 or other protection, the obligations of the Receiving Parties are those set forth in
14 Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to
15 modify whatever procedure may be established in an e-discovery order that provides
16 for production without prior privilege review. Pursuant to Federal Rule of Evidence
17 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
18 of a communication or information covered by the attorney-client privilege or work
19 product protection, the parties may incorporate their agreement in the stipulated
20 protective order submitted to the court.

21 12. MISCELLANEOUS

22 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
23 person to seek its modification by the Court in the future.

24 12.2 Right to Assert Other Objections. By stipulating to the entry of this
25 Protective Order no Party waives any right it otherwise would have to object to
26 disclosing or producing any information or item on any ground not addressed in this
27 Stipulated Protective Order. Similarly, no Party waives any right to object on any
28 ground to use in evidence of any of the material covered by this Protective Order.

1 12.3 Filing Protected Material. A Party that seeks to file under seal any
2 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
3 only be filed under seal pursuant to a court order authorizing the sealing of the
4 specific Protected Material at issue. If a Party's request to file Protected Material
5 under seal is denied by the court, then the Receiving Party may file the information
6 in the public record unless otherwise instructed by the court.

7 13. FINAL DISPOSITION

8 After the final disposition of this Action, as defined in paragraph 4, within 60
9 days of a written request by the Designating Party, each Receiving Party must return
10 all Protected Material to the Producing Party or destroy such material. As used in
11 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
12 summaries, and any other format reproducing or capturing any of the Protected
13 Material. Whether the Protected Material is returned or destroyed, the Receiving
14 Party must submit a written certification to the Producing Party (and, if not the same
15 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
16 (by category, where appropriate) all the Protected Material that was returned or
17 destroyed and (2) affirms that the Receiving Party has not retained any copies,
18 abstracts, compilations, summaries or any other format reproducing or capturing any
19 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
20 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
21 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
22 reports, attorney work product, and consultant and expert work product, even if such
23 materials contain Protected Material. Any such archival copies that contain or
24 constitute Protected Material remain subject to this Protective Order as set forth in
25 Section 4 (DURATION).

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DATED: December 8, 2023

By: /s/ Yun Hee Kim
LAW OFFICES OF YUN HEE KIM, P.C.
Yun Hee Kim, Esq.
Attorney for Plaintiff

DATED: December 8, 2023

Bv: /s/ Craig Smith
MANNING & KASS
Craig Smith, Esq.
Attorney for Defendant

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: December 11, 2023

By: Alicia G. Rosenberg
Hon, Alicia G. Rosenberg
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of

[print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on [date] in the case of *Danny Duran v. City of Covina, et. al.*
(Case No: CV23-06507-ODW(AGRx). I agree to comply with and to be bound by
all the terms of this Stipulated Protective Order and I understand and acknowledge
that failure to so comply could expose me to sanctions and punishment in the nature
of contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any person
or entity except in strict compliance with the provisions of this Order. I further agree
to submit to the jurisdiction of the United States District Court for the Central
District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of
this action. I hereby appoint _____ [print or type full
name] of _____ [print or type full address
and telephone number] as my California agent for service of process in connection
with this action or any proceedings related to enforcement of this Stipulated



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Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____